

J. Andrew Coombs (SBN 123881)  
*andy@coombspc.com*  
Annie Wang (SBN 243027)  
*annie@coombspc.com*  
J. Andrew Coombs, A Prof. Corp.  
517 East Wilson Avenue, Suite 202  
Glendale, California 91206  
Telephone: (818) 500-3200  
Facsimile: (818) 500-3201

Attorneys for Plaintiff  
Adobe Systems Incorporated

Brandon S. Perkins  
4833 Saratoga Blvd., Suite 130  
Corpus Christi, Texas 78413

Defendant, *in pro se*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA (OAKLAND)

Adobe Systems Incorporated,	)	Case No. CV 08-935 CW
	)	
Plaintiff,	)	JOINT STIPULATION FOR
v.	)	PERMANENT INJUNCTION AND
	)	DISMISSAL WITH PREJUDICE
Brandon S. Perkins and Does 1 – 10, inclusive,	)	
	)	
Defendants.	)	

WHEREAS, Plaintiff Adobe Systems Incorporated (“Plaintiff”), having filed a Complaint in this action charging Defendant Brandon S. Perkins (“Defendant”) with liability for copyright and trademark infringement, and the Parties hereto desiring and having agreed to settle the controversy between them.

Plaintiff, by and through its counsel of record, and Defendant, *in pro se*, stipulate and agree as follows:

1. That a [Proposed] Permanent Injunction and Dismissal With Prejudice (“Injunction”) be entered in the form attached hereto as Exhibit A.

2. Defendant stipulates not to appeal the Injunction entered pursuant to this Stipulation and hereby waives all rights to appeal from it. Defendant hereby waives any rights which he may have

1 to request or to have a new trial or any rights which he may have to otherwise challenge, directly or  
2 collaterally, the Injunction entered pursuant to the terms of this Stipulation, unless there is a breach  
3 by Plaintiff of the Release and Settlement Agreement and this Stipulation.  
4

5 3. Defendant acknowledges that he has completely read the terms of this Stipulation and  
6 fully understands the terms and consequences of the Stipulation and Injunction.

7 4. The waiver by a party to this Stipulation of the performance of any covenant, condition  
8 or promise herein shall not invalidate this Stipulation nor shall any such waiver be construed as a  
9 waiver or relinquishment of the performance of any other covenant, condition or promise in this  
10 Stipulation.

11 5. This Stipulation may be amended or modified only by a written instrument signed by all  
12 the Parties.

13 6. The claims for relief, and each of them, alleged by Plaintiff against Defendant, shall be  
14 dismissed with prejudice.

15 7. This Stipulation shall be binding on and inure to the benefit of the Parties to it, their  
16 successors, heirs or assignees.

17 IT IS SO STIPULATED:  
18

19 Dated: February , 2008

J. Andrew Coombs, A Professional Corp.

20  
21 By: 

J. Andrew Coombs

Annie Wang

Attorneys for Plaintiff Adobe Systems Incorporated

22  
23  
24 Dated: February , 2008

Brandon S. Perkins

25  
26 By: 

Brandon S. Perkins

Defendant, *in pro se*  
27  
28

**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

On April 8, 2007, I served on the interested parties in this action with the:

- JOINT STIPULATION FOR PERMANENT INJUNCTION AND DISMISSAL  
WITH PREJUDICE
- [PROPOSED] PERMANENT INJUNCTION AND DISMISSAL WITH  
PREJUDICE

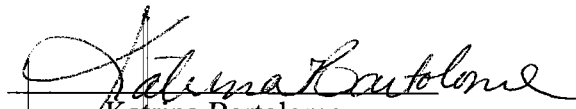
for the following civil action:

**Adobe Systems Incorporated v. Brandon S. Perkins, et al.**

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Brandon S. Perkins  
4833 Saratoga Blvd., Suite 130  
Corpus Christi, Texas 78413

Place of Mailing: Glendale, California.  
Executed on April 8, 2008, at Glendale, California.

  
Katrina Bartolome

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NORTHERN DISTRICT OF CALIFORNIA (OAKLAND)

Adobe Systems Incorporated,	)	Case No. CV 08-935 CW
	)	
Plaintiff,	)	[PROPOSED] PERMANENT
v.	)	INJUNCTION AND DISMISSAL WITH
	)	PREJUDICE
Brandon S. Perkins and Does 1 – 10, inclusive,	)	
	)	
Defendants.	)	

The Court, having read and considered the Joint Stipulation for Permanent Injunction and Dismissal with Prejudice that has been executed by Plaintiff Adobe Systems Incorporated (“Plaintiff”) and Defendant Brandon S. Perkins (“Defendant”) in this action, and good cause appearing therefore, hereby:

ORDERS that based on the Parties’ stipulation and only as to Defendant, his successors, heirs, and assignees, this Injunction shall be and is hereby entered in the within action as follows:

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, 15 U.S.C. § 1051, *et seq.*, 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly made against Defendant.

2) Plaintiff is the owner of all rights in and to the copyright and trademark registrations listed in Exhibits A and B attached hereto and incorporated herein by this reference (collectively referred to herein as "Plaintiff's Properties").

3) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff's Properties or substantially similar likenesses or colorable imitations thereof.

4) Defendant and his agents, servants, employees and all persons in active concert and participation with him who receive actual notice of the Injunction are hereby restrained and enjoined from:

a) Infringing Plaintiff's Properties, either directly or contributorily, in any manner, including generally, but not limited to manufacturing, importing, distributing, advertising, selling and/or offering for sale any unauthorized product which features any of Plaintiff's Properties ("Unauthorized Products"), and, specifically from:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the Unauthorized Products or any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Plaintiff's Properties;

ii) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of Plaintiff's Properties;

iii) Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, Defendant's customers and/or members of the public to believe, the actions of Defendant, the products sold by Defendant, or Defendant himself is connected with Plaintiff, is sponsored, approved or licensed by Plaintiff, or is affiliated with Plaintiff;

iv) Affixing, applying, annexing or using in connection with the importation, manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Plaintiff.

5) Each side shall bear its own fees and costs of suit.

6) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.

1 7) This Injunction shall be deemed to have been served upon Defendant at the time of its  
2 execution by the Court.

3 8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to  
4 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this  
5 Injunction against Defendant.

6 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to  
7 enter such further orders as may be necessary or appropriate to implement and enforce the  
8 provisions of this Injunction.

9 10) The above-captioned action, shall, upon filing by Plaintiff of the Joint Stipulation re Entry  
10 of [Proposed] Judgment, [Proposed] Final Judgment and requesting entry of judgment against  
11 Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

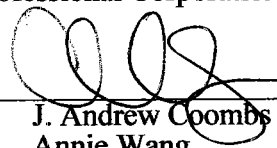
12 11) This Court shall retain jurisdiction over the Defendant for the purpose of making further  
13 orders necessary or proper for the construction or modification of this consent decree and  
14 judgment; the enforcement hereof; the punishment of any violations hereof, and for the possible  
15 entry of a further Judgment Pursuant to Stipulation in this action.

16 DATED:


17 Hon. Claudia Wilken  
18 Judge, United States District Court  
for the Northern District of California

19 PRESENTED BY:

20 J. Andrew Coombs,  
A Professional Corporation

21 By:   
22 J. Andrew Coombs  
23 Annie Wang  
24 Attorneys for Plaintiff Adobe Systems Incorporated

25 Brandon S. Perkins

26 By:   
27 Brandon S. Perkins  
28 Defendant, in pro se

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